

TERMS & CONDITIONS

1. Definitions. When used herein, the following words shall have the meanings indicated:
 - A. "PDC" means Pivot Door Company, LLC
 - B. "Products" means all goods, materials, chattels, and services to be provided pursuant to this Sales Order.
 - C. "Buyer" means the person, partnership, company, corporation or other entity procuring the Products from PDC.
 2. Offer and Acceptance Prices and Entire Agreement. This Sales Order constitutes an offer by PDC to sell the Products specified upon the terms and conditions stated herein. Buyer's acceptance of this offer shall be indicated by verbal acceptance, by written acceptance, by confirmation of purchaser order, by making full or partial payment for the Products, or by accepting delivery of part or all of the Products. Prices quoted by PDC herein are subject to adjustment at any time prior to Buyer's acceptance, without notice to Buyer. The terms and conditions contained on both sides of this Sales Order, together with the terms and conditions that are not inconsistent with the terms of this Sales Order and are contained in documents attached hereto or incorporated herein by reference, shall constitute the entire agreement between PDC and Buyer. No modification to this Sales Order shall be binding unless such modification is signed by the party sought to be charged. No terms that are contained in any purchase order or other document submitted by Buyer shall be binding upon PDC except as expressly incorporated herein by reference.
 3. Payment Terms. Buyer shall pay the amount stated on the first page of this Sales Order in accordance with the terms stated on the first page of this Sales Order. Any sums not paid when due shall bear interest at the rate of 2% per month or the maximum legal rate permitted by law, whichever is less, from the due date thereof until paid. PDC shall have the right and may, at its sole option and discretion, require such other payment terms as it deems appropriate, including full or partial payment in advance of shipment or by letter of credit.
 4. Security Interest. Buyer hereby grants to PDC and PDC hereby retains a security interest in the Products and the proceeds thereof, until the purchase prices therefore is fully paid. If requested, Buyer will execute and file whatever documents are reasonably required by PDC to perfect the security interest granted hereby.
 5. Buyer's Default. In the event of failure by Buyer to perform any obligation under this Sales Order or under any other agreement with PDC in a timely manner ("Default"), PDC shall be entitled, at its sole option, to: suspend shipment of any or all Products to Buyer, recall and repossess any Products in transit, repossess all Products that may be stored with PDC for Buyer's account without the necessity of taking any other action, and cancel any Sales Orders that are outstanding for the sale of Products to Buyer. Buyer agrees to defend, protect, indemnify and hold PDC harmless from and against all claims, losses, expenses (including, without limitation, attorney's fees and any costs of collection), damages and liabilities to the extent they have been caused by any Default. The foregoing shall not be construed as limiting any other rights or remedies at law or in equity that are available to PDC because of any default.
 6. Indemnity. Buyer agrees to defend, protect, indemnify and hold PDC harmless from and against all claims, losses, expenses (including attorney's fees), damages and liabilities: (1) to the extent they have been caused by Buyer's negligence, or (2) arising from any claim of death or injury to persons other than Buyer, damage in property or any other damages arising out of, or attributable to, the Products by Buyer or its agent.
 7. Delivery, Risk of Loss, and Title. All Products specified on the first page of this Sales Order shall be delivered by a third-party carrier. The risk of loss shall pass at the time and point of shipment.
 8. Buyer Responsibility for Product. All shipping of Products is for curbside delivery by the third-party carrier. Buyer is solely responsible for providing adequate transportation, equipment, and manpower to ensure the adequate and safe loading, securing for transportation, and transport of the Product away from the third-party carrier's vehicle or facility, including, but not limited to, providing drivers and other loading and unloading personnel who are properly trained in loading, unloading, securing, and assessing loads and vehicles to ensure safe transportation and unloading. Buyer represents to PDC that it will maintain adequate insurance coverage related to all aspects of the loading, unloading, and transport of the Product from the third-party carrier's vehicle or facility, and shall ensure full compliance with all applicable laws related to transport of the Product, including, but not limited to, with respect to that the equipment, vehicles, drivers, and other personnel provided by Buyer or its agent for transport of the Product. PDC shall have no obligation to assist in the loading or unloading of Product or the securing or assessment of loads and vehicles on behalf of Buyer or its agent. Regardless of whether PDC personnel assisted in the loading or unloading of Product or the securing or assessment of loads and vehicles on behalf of Buyer or its agent, Buyer agrees that:
 - A. Buyer is responsible for all delivery and transportation costs, and, if applicable, customs, duties, fees, taxes, tariffs, storage, fuel surcharges, courier fees, inspection fees, insurance, and any other costs or expenses associated with delivery or shipping of the Product;
 - B. Buyer is responsible for any additional charges by the third-party carrier for failure to arrange unloading at the delivery address specified on the first page of this Sales Order;
 - C. Buyer is solely responsible for securing the load, assessing the load and vehicle to ensure safe transport, and the safe transport of the Product from the third-party carrier's vehicle or facility;
 - D. PDC shall have no obligations or liabilities to either the Buyer or any third-party for any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind arising out of or in any way related to the loading, assessment of the load and vehicle, or transport of the Product by Buyer or its agent;
 - E. Buyer will not seek damages, reimbursement, or any other remuneration for any damage or injury caused by the Product load, including, but not limited to, all personnel, equipment, or truck provided by Buyer or its agent; and
 - F. Buyer will indemnify PDC for any related third-party claims pursuant to section 6 hereof.
 9. Delays. PDC shall not in any manner be liable in any respect should performance by it of any obligation hereunder become commercially impractical due to any contingency beyond its reasonable control, including, without limitation, any priority system established by the United States, or any state, county or municipal government, acts of terrorism, acts of God, accidents, labor difficulties, insurrections, war, casualties, shortages of materials, lack of transportation, fires, floods, sabotage, governmental laws, ordinances, rules and regulations, whether valid or invalid, and the failure of performance of subcontractors or suppliers for similar reasons. Failure of PDC to perform for any of these reasons shall not constitute grounds for Buyer's termination of any transaction contemplated by the Sales Order, but the delivery date shall be extended accordingly.
 10. Delays by Buyer. If PDC's performance is delayed by or at the request of Buyer for any reason, our Buyer fails to provide complete and accurate information as to measurements or as to any other of its requirements, Buyer shall pay all additional costs and expenses incurred by PDC as a result of such delay or failure of Buyer, including storage charges. In the event of such delay or failure of Buyer, PDC may place the Products in storage for Buyer's account and risk.
 11. Taxes. All applicable federal, state or local sales, use, occupational, or excise taxes are the obligation of Buyer and Shelby in addition to the price or prices stated on the first page of the Sales Order and less otherwise specifically stated. PDC shall have the right to invoice separately any such taxes may be imposed and Buyer shall promptly pay such tax. PDC shall be entitled to collect any such tax and less applicable tax exemption certificates are finished by fire.
 12. Time Limitation on Buyer's Claims. Claims by Buyer for nonconformance of the Products, shortages, or for any other similar cause shall be deemed we've been released by Buyer, unless made in writing within three days after delivery of the Products to Buyer. No Products may be returned to PDC by-buye or without the prior written authorization of PDC.
 13. Special orders. If any Product shall be fabricated or manufactured by PDC under the Sales Order to meet Buyer's particular specifications or requirements, Buyer agrees to defend, protect and save harmless PDC against all suits at law or in equity and from all damages, claims, demands and expenses, including its attorneys fees, for actual or alleged infringement of any United States or foreign patents, copyright, trademark or other proprietary right or claim of unfair trade, or of unfair competition, and to defend any suit or action that may be brought against PDC for any alleged infringement because of the manufacture or fabrication of the Products.
 14. Limited Warranty and Disclaimer of Warranties.
 - A. PDC warrants to the original purchaser only, that the Products as specified on the Sales Order will be free from defects in workmanship for a period of 2 years from the date of shipment, except weather seals are warranted for a period of 30 days only. BUYER MUST NOTIFY PDC OF ANY DEFECT WITHIN 15 CALENDAR DAYS OF THE DISCOVERY OF AN ALLEGED MANUFACTURING DEFECT. PDC will repair any defects in workmanship covered under this Limited Warranty, or PDC may, at its sole discretion, refund the amount paid by Buyer with respect to the defect in workmanship.
 - B. This Limited Warranty is voided if unfinished wood Products are exposed to water or moisture of any kind. Unfinished wood Products must be protected from the elements at all times. Products must be sealed and finished in accord with industry standards for finishing wood products within 72 hours of installation.
 - C. The Limited Warranty does not cover damage due to any of the following:
 - (1) Attempts to repair or alter the Products other than by PDC.
 - (2) Inadequate protection from the elements. Adequate protection from the elements includes, but is not limited to, an overhang extending out at least one-half the distance from the bottom of the door to the bottom of the overhang, and extending at least 3 feet past either side of the door opening. More overhang may be necessary in areas with extreme weather conditions to adequately protect the door. Proper overhang significantly decreases the chances of warping, checking, and delamination caused by the sun and precipitation.
 - (3) Improper handling or on-site storage.
 - (4) Failure to seal all 6 sides and hardware cutouts of the Products. All edges must be sealed immediately after fitting and hanging with the integrity of the finish maintained.
 - (5) Bow or nonalignment in the frame or jamb in which the door is hung, or improper hanging.
 - (6) Failure to perform normal owner's maintenance, including maintaining the finish and weather seals. Weather seals must be periodically inspected and replaced.
 - (7) Damage caused by others or by any cause beyond the control of Seller including but not limited to, damage caused by normal wear and tear, weathering (including corrosion of components in seacoast applications), customer misuse, abuse, neglect or alteration; or, fire, flood, earthquake, storm, tornado or other acts of nature.
 - (8) Shipping damage.
 - (9) Natural variations in the color or texture of the wood, including grain, knots, and variations in the appearance of the Product from factory distressing.
 - (10) Variations or unsatisfactory results in gloss level, texture, or appearance resulting from Buyer's or its Agent's field application of paint or other finishing materials.
 - (11) Panel shrinkage of 1/8 inch or less. (Note: Panels are designed to "float." Temperature changes may cause the wood panels to shrink, leaving an unstained line along the panel edge.)
 - (12) Expansion or swelling of panels or planks of 1/8 inch or less due to varying environmental conditions.
 - (13) Cracks or splits in wood of 1/16 inch or less due to varying environmental conditions.
 - D. THE LIABILITY OF PDC UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR OF THE DEFECT OR REFUND OF THE AMOUNT PAID BY BUYER. AT THE SOLE OPTION IN THE SOLE DISCRETION OF PDC. THE REMEDY OF REPAIR OR REFUND IS THE EXCLUSIVE REMEDY AVAILABLE TO BUYER. PDC SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OF ANY PRODUCTS, LOSS OF TIME, LOSS OF CAPITAL, COST OF SUBSTITUTE MATERIALS, INCONVENIENCE, ATTORNEYS FEES, COMMERCIAL LOSS OR ANY OTHER ECONOMIC DAMAGES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, BASED UPON BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT DUTY OR ANY OTHER LEGAL THEORY.
 - E. It is not uncommon for a temporary warp condition to occur as the Products adjust to local weather conditions. If the claimed Product defect is warping, PDC may defer, at its sole discretion, repairing or replacing the Product for a period of up to 12 months from the date of claim or installation, whichever is later. This deferral will not be counted against the warranty period.
 - F. THIS LIMITED WARRANTY DOES NOT COVER DEFECTS IN MATERIALS OR FAILURES RESULTING FROM ACTS OF GOD, UNREASONABLE OR IMPROPER USE, IMPROPER MAINTENANCE, OR IMPROPER HANDLING, provided, however, that defects in materials may be warranted separately by the manufacturers of such materials.
 - G. THIS LIMITED WARRANTY SETS FORTH PDC'S MAXIMUM LIABILITY FOR THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 14, PDC MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND PDC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT. This Limited Warranty gives Buyer specific legal rights, and Buyer may have other rights that vary from state to state. Any other right that Buyer may have is limited in duration to the duration of this Limited Warranty.
 - H. The laws in some states restrict or eliminate the rights of manufacturers and distributors of consumer goods to disclaim or limit implied warranties in consequential an incidental damages with respect thereto. If any such laws found to be applicable, the foregoing disclaimers oven limitations on, implied warranties in consequential and incidental damages with respect thereto, to the extent necessary to comply with such legal restriction, shall be disregarded and shall be deemed not to have been made.
 - I. PDC will not make any reimbursements for warranty service performed by persons other than PDC.
 - J. This Limited Warranty is to the original purchaser and is not transferable.
 - K. To make a claim on this Limited Warranty, Buyer should contact the PDC branch location specified on the first page of the Sales Order. Buyer should retain this Sales Order to establish the date and place of purchase. If Buyer has any questions regarding this Limited Warranty, Buyer may call or write to:

Pivot Door Company, LLC
3925 Interpark Dr., Suite E
Colorado Springs, CO 80907
 - L. No representative or agent of PDC nor any third-party has authority to change your modify this Limited Warranty in any respect, nor to assume any other obligation of liability on behalf of PDC. This Limited Warranty is limited to the continental United States.
15. Assignment. None of the rights occurring here under may be assigned a rather was transferred by Buyer without the prior written consent of PDC, and any such Simon or transfer without such prior written consent shall be no and void and of no force or effect whatsoever.
16. Waiver. PDC's failure to insist, and one or more instances, upon the performance of any provision of the Sales Order shall not be construed as a waiver or relinquishment of its right to such performance or the failure of performance of such provision or of any other provision, and Buyer's obligations with respect thereto shall continue in Full force and effect. PDC's rights and remedies under any provision of this Sales Order shall be in addition to and not in substitution of any other rights and remedies available to PDC under applicable laws.
17. Headings. The headings used in the Sales Order are for convenience of reference only and shall in no way defined, limit, or describe the scope or intent of any provision of the Sales Order.
18. Severability. The invalidity in whole or in part of any provision of the Sales Order shall not affect the validity or enforceability of any other provision.
19. Governing Law. The Sales Order shall be governed by, and construed in accordance with, the laws of the state of Colorado.
20. Any controversy or claim arising out of or relating to this Sales Order or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Colorado Springs, Colorado. Colorado law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.